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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
SOUND HEALTH & WELLNESS
TRUST and THE SOUND
RETIREMENT TRUST (hereafter
referred to as Trust Funds),

Plaintiffs,

v.

BALLARD PLAZA PHARMACY I,
INC., UBI No. 602474336,

Defendant.

NO.

**COMPLAINT FOR DELINQUENT
FRINGE BENEFIT CONTRIBUTIONS
(ERISA)**

For their complaint, plaintiff alleges as follows:

I. PARTIES AND JURISDICTION

1. Plaintiffs are the Boards of Trustees of the Sound Health & Wellness Trust and the Sound Retirement Trust (hereafter "Trust Funds").

2. The Trust Funds are joint labor-management fund created pursuant to Section 302(c) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 186(c), and the

1 Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.* as amended
2 (“ERISA”).

3 3. Defendant Ballard Plaza Pharmacy I, Inc. (hereafter “Ballard Pharmacy”), is a
4 Washington corporation having a business location at 1801 NW Market Street, Seattle,
5 Washington 98107.

6 4. Jurisdiction is conferred on this court by Section 301 of the LMRA, 29 U.S.C.
7 § 185, and Section 502 of ERISA, 29 U.S.C. § 1132.

8 5. Venue is appropriate in the Division of Seattle, King County, WA under
9 ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2).

10 **II. CLAIM FOR RELIEF: DELINQUENT CONTRIBUTIONS**

11 6. At all material times, Ballard Pharmacy was obligated to make employee
12 benefit contributions to the Trust Funds under the terms and conditions set forth in its
13 collective bargaining agreements between Northwest Employee Relations, Inc. and the United
14 Food and Commercial Workers International Union, Local 21 (a labor organization whose
15 members are employed in an industry affecting interstate commerce) and incorporated trust
16 agreements.

17 7. On or about August 19, 2014, Gary Hedrick of Northwest Employee Relations,
18 Inc., on behalf of Ballard Pharmacy, executed Letters of Understanding with the United Food
19 and Commercial Workers International Union, Local 21 effective August 2014 through
20 January 31, 2017. Attached as Exhibit A to this complaint is a true and correct copies of the
21 Letters of Understanding and Collective Bargaining Agreement (CBA).

22 8. Ballard Pharmacy has employees for whom employee benefit contributions are

1 due under its collectively bargained obligations, but has failed and refused to make the
 2 required monthly contributions. Ballard Pharmacy owes the Trust Funds a total of \$11,352.38
 3 comprised of \$8,485.95 in unpaid contributions, \$848.60 in liquidated damages, \$1,917.84 in
 4 interest, and \$100 in referral attorney fees for the audit period of June 1, 2015 through
 5 November 30, 2017.

6 9. Under the terms of the trust agreements creating the Trust Funds and under
 7 federal statutory law, Ballard Pharmacy is obligated to pay liquidated damages, interest,
 8 reasonable attorney's fees, and costs and expenses of suit.

9 WHEREFORE, Plaintiff Trust Funds pray for a money judgment against Ballard Plaza
 10 Pharmacy I, Inc. as follows:

- 11 • \$11,352.38 comprised of \$8,485.95 in unpaid contributions, \$848.60 in
 12 liquidated damages, \$1,917.84 in interest, and \$100 in referral attorney fees
 for the audit period of June 1, 2015 through November 30, 2017;
- 13 • For liquidated damages, reasonable attorneys fees, costs, and
 14 expenses of suit; and
- 15 • For such other and further relief as this Court deems just and
 equitable.

16 DATED THIS 1st day of November, 2018.

17 s/ Noelle E. Dwarzski
 18 Noelle E. Dwarzski, WSBA # 40041
 19 McKENZIE ROTHWELL BARLOW
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 Attorneys for Plaintiff Trust Funds